

Standard Offer Provider Standard Service Agreement

January 2007

Table of Contents

1. Basic Understandings
2. Definitions
3. Term
4. Conditions Precedent
5. Representations
6. Provider's Responsibilities
7. T&D Services and Responsibilities
8. Consolidated Utility Billing
9. Transaction Processing
10. Customer Service
11. Load Estimating and Reporting
12. Additional Services
13. Fees, Billing and Payment for T&D Services
14. Financial Security of Provider
15. Nondisclosure
16. Termination and Events of Default
17. Force Majeure
18. Indemnification
19. Limitation of Liability
20. Terms and Conditions
21. Dispute Resolution
22. Notice
23. Governing Law
24. Enforceability
25. Assignment and Delegation
26. Amendment
27. Miscellaneous

Appendix 1: Excess Market Exposure Security

Appendix 2: Guaranty Caps

Exhibit A: T&D Company Specific Provisions

Exhibit B: Provider Specific Information

Exhibit C: Precepts

Exhibit D: Provider's Share and Provider's Rates

STANDARD OFFER PROVIDER SERVICE AGREEMENT

This Agreement made this 31st day of January, 2007, between Central Maine Power Company, a Maine corporation with a principal place of business at 83 Edison Street, Augusta, Maine 04336 ("T&D") and FPL Energy Power Marketing, Inc., a Delaware corporation with a principal place of business at 700 Universe Boulevard, Juno Beach, Florida 33408 ("Provider").

1. Basic Understandings

1.1 The Maine Legislature enacted An Act to Restructure the State's Electric Industry Public Law 1997, Chapter 316 codified as 35-A M.R.S.A , §§ 3201-3217 (the "Restructuring Act"). Accordingly, the T&D agrees to provide services to Provider in accordance with the Restructuring Act, the terms of this Agreement, all applicable Maine Public Utilities Commission ("MPUC") Rules and Regulations, the Maine Electronic Business Transactions Standards approved by the Commission ("EBT Standards") the T&D's Terms and Conditions, and all applicable FERC jurisdictional tariffs, rate schedules and agreements (all of the foregoing being incorporated herein by reference and further identified in Exhibit C, collectively referred to herein as the "Precepts").

1.2 The parties agree that, notwithstanding any provision of this Agreement, the Precepts relating to the subject matter of this Agreement shall apply, with the MPUC's order designating FPL Energy Power Marketing, Inc. as the Standard Offer Service provider and defining its obligations as the Standard Offer Service provider (the "SOP Obligations") pursuant to the conditions included thereunder (the "Order") to serve as the preeminent Precept hereunder. Accordingly, in the event of any conflict between the Order and any other Precept, the Order shall control. In the event that: (a) any conflict between a term of this Agreement and any Precept, or (b) any aspect of the parties' transactions relative to the subject matter of this Agreement is not fully addressed by this Agreement, but is addressed in a Precept, then the applicable Precept shall govern. Subject to the provisions of the aforementioned Order, in the event that a Precept shall change and as a result any provision of this Agreement shall be in conflict with the Precept, the Precept, as changed, shall govern. To the extent that neither clause (a) nor clause (b) above is applicable, this Agreement shall govern the parties' respective rights and obligations with respect to the subject matter of this Agreement.

1.3 This form of Agreement has been developed for use between the T&D and standard offer providers, and may not be waived, altered, amended, or modified, except as provided herein. Appendices 1 and 2 and Exhibits A, B, C and D, attached hereto and incorporated herein by reference, include additional terms which are a part of this Agreement.

2. Definitions

2.1 Any capitalized terms used in this Agreement and not defined herein shall be as defined in the applicable Precept listed on Exhibit C.

2.2 "Base Security" shall be the following amounts:

March 2007	\$3,960,000
April 2007	\$3,300,000
May 2007	\$2,640,000
June 2007	\$1,980,000
July 2007	\$1,320,000
August 2007	\$660,000

2.3 "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank Holiday, a holiday recognized by the State of Maine or a holiday as defined by the North American Electric Reliability Council or any successor organization thereto. A Business Day shall open at 8:00 a.m. and close at 4:00 p.m. EPT.

2.4 "Credit Rating" "Credit Rating" shall mean the credit rating assigned to the long-term senior unsecured debt of the entity being rated by a Rating Agency, provided, that, if at any time, the Rating Agencies assign more than one credit rating to all or any issuances of such long-term senior unsecured debt (including, without limitation, in the event that any of the Rating Agencies assign different credit ratings to the same issuance of such debt), the Credit Rating shall be determined by reference to the lowest of such credit ratings in effect at such time. In the absence of such a rating by either of Standard & Poor's or Moody's, then the long-term senior unsecured debt rating from Fitch will control.

2.5 "Confidential Information" shall have the meaning set forth in Section 15.1 hereof.

2.6 "Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace any transaction contemplated hereunder and the SOP Obligations and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of any transaction contemplated hereunder and the SOP Obligations.

2.7 "Defaulting Party" shall have the meaning set forth in Section 16.1 hereof.

2.8 "Delivery Point" shall have the meaning set forth in Section 6.8 hereof.

2.9 "Excess Market Exposure Security" shall have the meaning set forth in Appendix 1.

2.10 "EBT Standards" shall have the meaning set forth in Section 1.1 hereof.

2.11 "Effective Date" shall have the meaning set forth in Section 3.1 hereof.

2.12 "EPT" means the prevailing time in Boston, Massachusetts.

2.13 "Event of Default" shall have the meaning set forth in Section 16.1 hereof.

2.14 "Gains" means, with respect to any party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of a transaction contemplated hereunder and the SOP Obligations, determined in a commercially reasonable manner.

2.15 "Guaranty Cap" shall have the meaning set forth in Appendix 2.

2.16 "Indemnified Party" shall have the meaning set forth in Section 18.1 hereof.

2.17 "Indemnifying Party" shall have the meaning set forth in Section 18.1 hereof.

2.18 "Investment Grade" means (i) with regard to a Credit Rating assigned by Standard & Poor's or Fitch, a Credit Rating equal to or better than BBB-; or (ii) with regard to a Credit Rating assigned by Moody's, a Credit Rating equal to or better than Baa3.

2.19 "ISO-NE" means ISO New England, Inc. or any successor entity.

2.20 "Load Asset" means the asset or assets assigned to the Provider in the ISO-NE Market System (or its successor) by ISO-NE that represents the obligations of Provider's Share of Standard Offer Service.

2.21 "Losses" means, with respect to any party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of a transaction contemplated hereunder and the SOP Obligations, determined in a commercially reasonable manner, subject to the provisions of Section 21.2.

2.22 "MPUC" shall have the meaning set forth in Section 1.1 hereof.

2.23 "MPUC's RFP shall mean the Request for Proposals to Provide Standard Offer Service to T&D's Medium and Large Commercial and Industrial Customers for the Term Beginning March 1, 2007, issued on December 12, 2006,

2.24 "Non-Defaulting Party" shall have the meaning set forth in Section 16.1 hereof.

2.25 "Order" shall have the meaning set forth in Section 1.2 hereof.

2.26 "Precept(s)" shall have the meaning set forth in Section 1.1 hereof.

2.27 "Provider" shall have the meaning set forth in the preamble hereto.

2.28 "Provider Guarantor" shall mean a corporation that is affiliated with the Provider, is the Provider's wholesale supplier, or is affiliated with the Provider's wholesale supplier, that issues a corporate guaranty on behalf of the Provider in order to satisfy that financial security requirements of Chapter 301 of the MPUC's Rules, the MPUC's RFP and this Agreement.

2.29 "Provider's Rates" shall have the meaning set forth in Section 8.2 hereof.

2.30 "Provider's Share" shall have the meaning set forth in Section 8.2 hereof.

2.31 "Retail SOS Customers" shall have the meaning set forth in Section 3.1 hereof.

2.32 "SMD" means ISO-NE Standard Market Design as approved by the United States Federal Energy Regulatory Commission on December 20, 2002, in Docket No. ER-02-2330, and implemented on March 1, 2003, as thereafter supplemented.

2.33 "SOP Obligations" shall have the meaning set forth in Section 1.2 hereof.

2.34 "Standard Offer Service" means generation service provided to standard offer customers by Provider as ordered by the MPUC.

2.35 "T&D" shall have the meaning set forth in the preamble hereto.

2.36 "Term of Agreement" shall have the meaning set forth in Section 3.1 hereof.

2.37 "Term of Service" shall have the meaning set forth in Section 3.1 hereof.

2.38 "Termination Payment" shall have the meaning set forth in Section 16.5 hereof.

3. Term

3.1 This Agreement shall become effective on the date hereof ("Effective Date") and shall continue in full force and effect until the earlier of the end of the Term of Service or such time as a consequence of the earlier termination of this Agreement in accordance with Section 16 hereof (the "Term of Agreement"). Any termination of the Provider's SOP Obligations also shall effectuate a termination of this Agreement. Notwithstanding the Effective Date, the obligations of the parties hereunder are subject to the satisfaction of, or the express written waiver of, the conditions precedent set forth in Section 4 of this Agreement and the MPUC's issuance of the Order. The Provider's obligation to deliver Provider's Share of standard offer service to Medium Non-Residential customers (as described in Exhibit A-1, the "Retail SOS Customers") in the T&D's service territory at the Delivery Point ("SOS"), and the T&D's obligation to pay the Provider for SOS on behalf of such Retail SOS Customers, shall become effective on the HE 0100, EPT on March 1, 2007 and shall remain in effect through HE 2400, EPT, on August 31, 2007 (the "Term of Service"), unless earlier terminated pursuant to this Agreement.

3.2 Upon the expiration or termination of this Agreement, the parties shall no longer be bound by the terms and provisions hereof, except (a) to the extent necessary to enforce any rights or obligations of a party which accrued prior to the expiration or termination and (b) the obligations of the parties hereunder with respect to confidentiality and indemnification shall survive the expiration or termination of this Agreement and shall continue for a period of two (2) years following such expiration or termination, unless otherwise determined by a Precept.

4. Conditions Precedent

4.1 The following requirements shall be conditions precedent to T&D's obligations hereunder:

- A. The Provider shall have provided all information requested in Exhibit B of this Agreement.
- B. The Provider shall maintain a valid Competitive Electricity Provider license from the MPUC, shall be entitled to transact business through ISO-NE, and shall retain its designation by the MPUC to provide Standard Offer Service for Provider's Share.
- C. The Provider shall successfully complete EBT training and EBT/EDI testing with the T&D as described in the Maine EBT Standards.

5. Representations

5.1 Each party represents that, during the term of this Agreement, it is and shall remain in material compliance with all applicable laws, tariffs, and MPUC regulations that are related to each party's performance under this Agreement and the provision of Standard Offer Service by the Provider.

5.2 Each person executing this Agreement for the respective parties represents and warrants that he or she has authority to bind that party.

5.3 Each party represents that: (a) it has the full power and authority to execute, deliver and perform this Agreement; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such party; and (c) this Agreement constitutes that party's legal, valid and binding obligation, enforceable against such party in accordance with its terms.

5.4 Each party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards.

6. Provider's Responsibilities

6.1 Revisions to Exhibit B shall be submitted to the T&D business contact (as identified in Exhibit A) and shall become effective five (5) Business Days after the revised Exhibit B has been submitted, unless the T&D notifies the Provider in writing prior to the expiration of this five (5) Business Day period that the information received is inaccurate or incomplete. Upon receipt of such notice, the Provider shall correct such information within five (5) Business Days thereof. Such corrected revision shall become effective five (5) Business Days after the revised Exhibit B has been re-submitted to the T&D.

6.2 The Provider shall designate a business contact and a technical contact (which

may be the same person) in Exhibit B. The business contact and the technical contact will attend the applicable Maine EBT Competitive Electricity Provider training workshops prior to the Provider being eligible to conduct initial and subsequent EDI/EBT testing. In the event that the designated contacts change, the Provider will use its best efforts to arrange for training for the new contact person as soon as practical.

6.3 The T&D shall be entitled to rely on the reasonable representations made by the business contact person designated by the Provider regarding the implementation and administration of the provisions of this Agreement.

6.4 The Provider shall be responsible for its initial testing costs of the Electronic Data Transmission Vehicle ("EDTV") as well as the cost of ensuring that its data transfer system remains compatible with the EDTV used by the T&D as the same may be replaced or modified from time to time.

6.5 The Provider shall be responsible for all relationships with, and the performance of, third party vendors with which it contracts, and the T&D shall be entitled to deal directly with the Provider's technical contact person as to any EDTV issues.

6.6 EBT Standards will be modified or changed in accordance with the procedures outlined in the EBT Standards or any successor Precept. When the EBT Standards are modified or changed, the T&D will review the changes to determine if additional testing is required. If additional testing is warranted, the T&D will propose a testing schedule, and there shall be a reasonable opportunity for testing before EBT modifications are implemented. It shall be the Provider's responsibility to successfully implement modifications and changes in EBT Standards. The T&D will reject invalid or nonconforming EBT transactions.

6.7 If the responsibilities with respect to the ownership of the Load Asset are redefined during the Term of Agreement in accordance with the Precepts, then the Provider shall be responsible for such new products and obligations associated with the Load Asset, including, but not limited to, Day Ahead Load Obligations and Real Time Load Obligations. If the concept of the Load Asset is eliminated during the Term of Agreement, the Provider shall continue to provide the equivalent Day Ahead Load Obligations and Real Time Load Obligations in effect immediately prior to such elimination. Transmission costs under the ISO-NE and T&D utility's Transmission Tariff, and all costs allocated on the basis of Network Load, shall be the responsibility of the T&D utility's customers. The Provider shall be responsible for the provision of and payment for ancillary services which are not included under the ISO-NE Open Access Transmission Tariff and are the responsibility of Load Serving Entities ("LSE's") pursuant to the Precepts, unless the customer opts to assume these responsibilities.

6.8 Provider shall deliver Standard Offer Service to the Maine Load Zone and shall assume all obligations related to this locational definition, or any subsequent definition, of the applicable Standard Offer Service customer load (the "Delivery Point"). Any costs imposed on LSEs or marketers in accordance with SMD or any other congestion management plan shall be the responsibility of the Provider, and shall not be the

responsibility of the T&D utility. It is the intent of the parties that for each FTR Auction conducted by ISO-NE for month(s) wholly or partially within the term of this contract, those ARR's received by or credited to T&D for the time period that falls within the term of this contract and associated with Standard Offer Service shall be assigned or paid to Provider.

ARR's will automatically be assigned by ISO-NE within the SMD Settlement System to Provider because Provider will own all of the applicable Ownership Shares for the Load Assets associated with Standard Offer Service. However, in the event that any ARR's are assigned by ISO-NE to T&D and a known fraction of those ARR's are associated with Standard Offer Service, T&D shall promptly notify Provider and re-assign or pay such ARR's to Provider.

6.9 The Provider shall be responsible for providing, in a timely manner, all of the data necessary for the T&D to produce and distribute the information disclosure labels required by the applicable Precepts, and shall be responsible for the accuracy of this data; provided, however, that a Provider of Standard Offer Service to medium and large commercial customers shall be required to provide disclosure label information only if such information is requested by a customer.

6.10 If Provider has been designated by the MPUC to provide Standard Offer Service to residential customers in the T&D's service territory, then Provider shall purchase any electricity made available by eligible generators in accordance with Chapter 315 of the MPUC's regulations, any technical specifications adopted thereunder, and the T&D's Terms and Conditions.

7. T&D Services and Responsibilities

7.1 The T&D shall designate a business contact and technical contact (which may be the same person) in Exhibit A hereof. The Provider shall be entitled to rely on the reasonable representations made by the business contact designated by the T&D regarding the implementation and administration of the provisions of this Agreement.

7.2 In the event that the Provider defaults on its obligation to provide Standard Offer Service as determined by the MPUC, the T&D may withhold and dispose of funds otherwise payable to the Provider to cover the costs of replacement service, to the degree that it is authorized to do so by the MPUC.

7.3 The T&D will provide all metering functions that are required for the measurement of Standard Offer Service, as may be required by the Precepts. All metered accounts will have either an actual meter reading, or an estimated reading and usage if the actual meter reading is not obtained. For unmetered accounts, usage will be imputed. Should the T&D discover any error in reported billing determinants, it shall notify the Provider via EBT of the correct billing determinants. Notwithstanding the foregoing, the parties acknowledge that the T&D may estimate usage, and such estimated usage shall not be considered a billing error.

7.4 If required by the applicable Precepts, information disclosure labels will be sent by the T&D to Standard Offer Customers. A fee will be charged to the Provider for this

service in accordance with the T&D's Terms and Conditions.

7.5 The T&D shall, during the term of this contract, to the extent necessary for the wholesale settlement implementing this Agreement, continue to transact business for the wholesale settlement of load through ISO New England or any successor entity.

7.6 If Provider has been designated by the MPUC to provide Standard Offer Service to residential customers in the T&D's service territory, then T&D shall administer the sale of electricity from eligible generators to the Provider in accordance with Chapter 315 of the MPUC's regulations, any technical specifications adopted thereunder, and T&D's Terms and Conditions.

8. Consolidated Utility Billing

8.1. The T&D agrees to provide billing services to the Provider under the terms set forth in the Precepts. The T&D acknowledges it is collecting all amounts owed to provider hereunder as Provider's agent and such amounts upon collection constitute property of Provider; provided, however, that T&D shall have no obligation to segregate such amounts into separate accounts or to otherwise change its internal accounting processes to recognize that such amounts are property of Provider. The Provider shall be responsible for the T&D Consolidated Utility Billing charges as set forth in the T&D's Terms and Conditions. Bills issued to customers will include T&D's toll-free telephone number for customer inquiries. The T&D shall not be required to include any inserts, with the exception of disclosure labels as appropriate, at the behest of the Provider.

8.2 Standard Offer rates must conform to the Precepts and be supported by meters in place. Provider's Rates and Provider's Share are set forth on Exhibit D attached hereto. Within the time frame established by the applicable Precept, or in the absence of an applicable Precept, then within thirty (30) days of submission of the Provider's rates for testing, the T&D shall complete testing of the rates and provide the test results to the Provider. The Provider shall be responsible for certifying to the T&D its written acceptance of the test results. No rate shall be used in Consolidated Utility Billing until such time as the T&D has completed its testing and the Provider has certified the results of the testing as satisfactory in accordance with this Section. The rates shall be available for use in Consolidated Utility Billing no more than five (5) Business Days after Provider certification of acceptance.

8.3 The T&D will calculate, bill, collect and remit Maine Sales Tax on the appropriate energy charge in accordance with Maine state law.

8.4 The T&D will prepare and mail one bill to the customer which shall include the applicable Standard Offer charge for generation service together with the regular monthly bill for T&D Service.

8.5 The T&D shall determine the Provider's payment based on (a) usage by the customer class served by the Provider, multiplied by (b) the Provider's Share, multiplied by (c) the Provider's Rate, minus (d) the applicable allocation for uncollectible revenues set

forth in Exhibit A. The T&D shall issue payment to the Provider's financial institution designated in Exhibit B via electronic funds transfer within the time frame specified by the applicable Precept, but in the absence of an applicable Precept, then within twenty-six (26) calendar days following the date of billing. In the event that the scheduled transfer date falls on a weekend or holiday, the transfer will be completed on the next Business Day. Simultaneously therewith, the T&D shall provide the Provider with the supporting calculation made by the T&D to determine the Provider's payment. In the event that an erroneous amount is transferred, a transaction to correct the error will be processed on the next available transfer transaction. If the correction amount is greater than \$50,000, the funds will be electronically transferred to the appropriate party the same Business Day, if feasible. In no event shall the period to correct an error greater than \$50,000 exceed two Business Days. If the Provider questions the payment, the Provider may request the T&D documentation supporting the T&D's calculation of the questioned payment.

9. Transaction Processing

9.1 Except for such transactions for which a different process is set forth in Exhibit A, transactions will be processed in accordance with the EBT Standards. Transactions to which the EBT standards apply include, but are not limited to, account administration and reporting of customer class usage. Any changes in these standard transactions will be in accordance with the EBT Standards. Costs will be borne by the parties in accordance with Chapter 322. Archiving of data shall be per the EBT Standards or other applicable Precept. Timing and frequency of data transfers shall be in accordance with Exhibit A.

9.2 Each party shall be responsible for archiving data necessary for meeting its own business requirements.

10. Customer Service

10.1 The T&D, and not the Provider, shall be responsible for all aspects of customer service related to Standard Offer Service; provided, however, that Provider shall be responsible for customer inquiries related to information disclosure labels related to Provider's Share of Standard Offer Service.

11. Load Estimating and Reporting

11.1 The T&D shall develop load profiles and perform the calculation of load settlement obligations in accordance with Chapter 321 of the MPUC's rules, or any successor Precept.

11.2 The process of load estimation involves statistical samples and estimating error. The T&D shall not be responsible for any estimating errors and shall not be liable to the Provider for any costs that are associated with estimating errors which occur when the T&D performs load estimation in accordance with MPUC Rules.

11.3 Errors in the calculation of load settlement obligations may be corrected, and associated financial adjustments may be made, within the time period allowed by ISO-NE.

The Provider and the T&D are jointly responsible for identifying errors in a timely manner. The T&D shall correct errors as soon as practicable after they are identified, but shall not be responsible for any errors which are not identified in time to provide a reasonable period for correction within the time period allowed by ISO-NE.

11.4 In the event that the Provider takes any action to impose liability on the T&D in contravention of this section, the Provider will indemnify and hold harmless the T&D from any costs and expenses incurred by the T&D in any way associated with defending itself from such liability, including the reimbursement of reasonable attorneys' fees.

12. Additional Services

12.1 Additional Services provided by the T&D are set forth in Exhibit A.

13. Fees, Billing and Payment for T&D Services

13.1 The T&D will charge applicable fees to the Provider as set forth in Exhibit A and in the T&D's Terms and Conditions, as approved by the MPUC. The fees set forth in Exhibit A will not be changed during the term of this Agreement. Thereafter, the Terms and Conditions will be subject to periodic review and adjustment upon approval by the MPUC. Bills for services provided by T&D under the terms of this Agreement shall be rendered to Provider and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Provider to pay within the T&D's grace period specified in Exhibit A shall entitle the T&D to charge interest on any unpaid balance calculated at the rate established by the Commission pursuant to Chapter 870 of its Rules, or any successor Precept. The T&D may set off unpaid amounts against payments otherwise payable to the Provider hereunder. Amounts subject to a good faith dispute will not be subject to off-set.

13.2 If Provider has been designated by the MPUC to provide Standard Offer Service to residential customers in the T&D's service territory, then T&D shall be entitled to set off against payments otherwise payable to the Provider hereunder any amount owed to eligible generators for electricity purchased by Provider under Chapter 315 of the MPUC's regulations.

14. FINANCIAL SECURITY OF PROVIDER

14.1 The financial security requirements imposed on the Provider by the MPUC's RFP shall be administered by the T & D.

14.2 The Base Security amount must be furnished to T & D as provided for in the MPUC's RFP. The Order designating Provider as a Standard Offer Provider will indicate the form or forms of financial security that Provider initially will furnish to T & D in order to satisfy the Base Security requirements, including whether the Base Security amounts will decline during the term of service.

14.3 From time to time, as determined by T & D in its discretion, T & D shall

calculate the Excess Market Exposure Security. The method that T & D shall use to calculate Excess Market Exposure Security is described in Appendix 1 hereto. To the extent that the Excess Market Exposure Security is not greater than zero, then the Provider shall not be obligated to furnish additional security. To the extent the Excess Market Exposure Security is greater than zero, the T&D may request and the Provider must provide, within three (3) Business Days of T&D's request, additional security in the amount that the Excess Market Exposure Security exceeds zero.

14.4 If the Provider has furnished a corporate guaranty, to the extent that the Excess Market Exposure Security amount plus the Base Security amount is less than or equal to the Guaranty Cap applicable to the Provider or Provider Guarantor, then the Provider may increase its corporate guaranty to the Excess Market Exposure Security amount plus the Base Security amount.

14.5 If the Provider has furnished cash or a letter credit, or the Provider or Provider Guarantor is not able to satisfy any additional security requirement in form of a corporate guaranty because of the Guaranty Caps, the Provider may provide cash or another letter of credit (provided that such letter of credit meets the requirements set forth in the MPUC's RFP) in the amount of the Excess Market Exposure Security. To the extent that the applicable Guaranty Cap is greater than the Base Security amount, but less than the Excess Market Exposure Security amount plus the Base Security amount, then the Provider may increase the corporate guaranty to the Guaranty Cap amount, and furnish a letter of credit or cash to secure the amount that the Excess Market Exposure Security amount plus the Base Security amount exceeds the Guaranty Cap amount.

14.6 If, during the term of this Agreement, there is an adverse change in the financial condition of the Provider or any Provider Guarantor who has issued a Guaranty to T & D, such that any of the Rating Agencies downgrades or issues a downgrade warning below Standard & Poors BBB+ or Moody's Baa1, the Provider must so inform T & D within five (5) Business Days of such downgrade or warning.

14.7 If, after delivery of this Agreement, the Credit Rating of the Provider (or any corporation that has furnished a Provider Guaranty to T & D) is downgraded so that the Credit Rating becomes below Investment Grade, then Provider must within three (3) Business Days after such downgrade provide T & D with a letter of credit or cash in the amount of the Base Security amount plus any Excess Market Exposure Security amount.

14.8 If, after delivery of this Agreement, the Credit Rating of the Provider (or any corporation that has furnished a Provider Guaranty to T & D) is downgraded so that a lower Guaranty Cap applies to the Provider or Provider Guarantor, then the Provider must within three (3) Business Days after such downgrade furnish to T & D with a letter of credit or cash in the amount of the Base Security amount plus any Excess Market Exposure Security amount minus the Guaranty Cap amount.

14.9 To the extent that any security provided by Provider is no longer required by the foregoing provisions of this Section 14 or the provisions of the MPUC's RFP, the T&D shall return such security to the Provider within three (3) Business Days of Provider's

request for the return of such security.

14.10 Any dispute with respect to any matter set forth in this Section 14, including any dispute as to the calculation of Excess Market Exposure Security, shall be submitted to the MPUC for resolution. Any determination by the MPUC shall be final and binding upon on the parties.

15. Nondisclosure

15.1 Neither party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, except for affiliates of such party to the extent necessary to implement the provisions of the Agreement, without the express prior written consent of the other party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the parties, customers of either or both parties, providers for either party, personnel of either party; any trade secrets; and other information of a similar nature; whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either party prior to obtaining the same from the other party, information in the public domain, or information obtained by a party from a third party who did not, directly or indirectly, receive the same from the other party to this Agreement or from a party who was under an obligation of confidentiality to the other party to this Agreement, or information developed by either party independent of any Confidential Information. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving party shall, upon termination of this Agreement or at any time upon the request of the disclosing party, promptly return or destroy all Confidential Information of the disclosing party then in its possession.

15.2 Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

16. Termination and Events of Default

16.1 Events of Default. For purposes of this Agreement, each of the following shall constitute an event of default ("Event of Default") with respect to a party (the "Defaulting Party") if such event is not excused by Force Majeure: (a) failure by the Defaulting Party to make, when due, any payment or any delivery of Financial Security by Provider required under this Agreement if such failure is not remedied within three (3) Business Days after written notice of such failure is given by the other party (the "Non-Defaulting Party"), provided that such payments shall not be the subject of a good-faith

dispute; (b) a general assignment for the benefit of creditors made by the Defaulting Party; (c) the filing of a petition or commencement, authorization or consent by the Defaulting Party to the commencement of a proceeding, or cause of action, under any bankruptcy or similar law for the protection of creditors, (d) the filing of a petition commencing a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors against Defaulting Party and such petition, proceeding or cause of action not being stayed, withdrawn or dismissed within sixty (60) days after such filing, (e) the Defaulting Party being declared bankrupt by a court of competent jurisdiction; (f) the written admission of the Defaulting Party of its inability to pay its debts generally as they become due; (g) the MPUC has made a determination that the Provider has failed to satisfy its Load Asset obligations for the Load Assets associated with SOS in the ISO-NE market settlement system (or its equivalent obligations in any successor market settlement system) and, as a result, the T&D or other third party is obligated to assume responsibility for all such market settlement obligations; or (h) failure by the Defaulting Party to perform any other of its material obligations hereunder in accordance with the requirements of this Agreement, or if any material representation or warranty made by the Defaulting Party hereunder proves to be false or misleading in any material respect, if either event, if capable of cure, shall not be cured within fifteen (15) days following receipt of written notice demanding such cure.

16.2 Good Faith Disputes. Notwithstanding any provision to the contrary in this Article 16, neither party may suspend performance or terminate this Agreement as a result of an event or occurrence described in subsections 16.1(a), (g) or (h), as the case may be, as to which there is a good faith dispute between the Parties concerning the right of the Non-Defaulting Party hereunder to terminate this Agreement. The Parties hereby agree to submit such good faith dispute to arbitration pursuant to the provisions of Section 21 hereof, and acknowledge that such obligation shall be subject to enforcement by a decree of specific performance. With respect to any such good faith dispute resolved pursuant to the provisions of Section 21, the time period to cure any default, which shall include payment of any damages determined to have been caused by such default, shall not commence until the issuance of a final arbitration decision; provided, however, that the accrual of such damages shall be from the date of notice of arbitration required under Section 21.2. Neither party may terminate this Agreement if the Defaulting Party shall have complied fully with the arbitration decision within the time period set forth therein. If the Defaulting Party shall not comply fully with the arbitration decision within such time period, the Non-Defaulting Party shall have the right to terminate this Agreement and shall be entitled to recover its direct damages and losses (which shall not include consequential damages) related to all transactions contemplated between the parties, such recovery to be determined pursuant to the applicable provisions of this Section 16.

16.3 Exercise of Remedies by the T&D. Upon the occurrence of a "Provider Default" under the Order or the occurrence of an Event of Default on the part of the Provider hereunder, the T&D, upon written notice to the Provider, shall have the right to (i) accelerate all amounts owing between the parties hereunder and to liquidate and terminate all, but not less than all, of the transactions contemplated hereunder and the SOP Obligations, (ii) withhold any payments due to the Provider under any transactions contemplated hereunder and the SOP Obligations, (iii) dispose of funds otherwise payable

to the Provider to cover the costs of replacement service (to the extent it is authorized to do so by the MPUC, provided that such authorization is consistent with applicable law), and/or (iv) suspend performance of this Agreement[, provided however, that in no event shall such suspension continue for longer than ten (10) Business Days unless this Agreement has been terminated pursuant to subsection (i) above]. For purposes of calculating damages or other amounts payable as a consequence of the foregoing, the T&D shall be considered the "Non-Defaulting Party" (in its own name, and in the name and on behalf of the affected Retail SOS Customers) and, shall have the sole right to collect damages as a consequence of any such failure on the part of the Provider from the Provider as the sole "Defaulting Party".

16.4 Exercise of Remedies by the Provider. Upon the occurrence of an event entitling the Provider to terminate its SOP Obligations under the Order or the occurrence of an Event of Default on the part of the T&D hereunder, the Provider, upon written notice to the T&D, shall have the right to (i) accelerate all amounts owing between the parties hereunder and to liquidate and terminate all, but not less than all, of the transactions contemplated hereunder and the SOP Obligations, (ii) withhold any payments due to the T&D under any transactions contemplated hereunder and the SOP Obligations, (iii) dispose of funds otherwise payable to the T&D to cover the costs of and any losses upon resale of service, and/or (iv) suspend performance of this Agreement and the SOP Obligations[, provided however, that in no event shall such suspension continue for longer than ten (10) Business Days unless this Agreement has been terminated pursuant to subsection (i) above]. For purposes of calculating damages or other amounts payable as a consequence of the foregoing, the Provider shall be considered the "Non-Defaulting Party" and, shall have the sole right to collect damages as a consequence of any such failure on the part of the T&D or otherwise to the detriment of the Provider from the T&D as the sole "Defaulting Party".

16.5 Calculation of Termination Payment. Upon termination of this Agreement pursuant to Section 16.3 or Section 16.4, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, the Losses (or Gains) and Costs, incurred as a result of the termination of this Agreement, and as a result of the termination of the Provider as the standard offer provider. The Non-Defaulting Party shall set off (i) all such Gains, plus all other amounts due to the Defaulting Party under all transactions contemplated hereunder and the Provider's SOP Obligations, against (ii) all such Losses and Costs, plus all other amounts due from the Defaulting Party under the all transactions contemplated hereunder and the Provider's SOP Obligations, so that all such amounts shall be netted to a single liquidated amount (the "Termination Payment") payable by one party to the other. The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate. The parties agree that in calculating its Gains, Losses and Costs, the T&D shall assume for purposes of such calculations that it will be required by the MPUC to provide replacement SOS for the remainder of the term for which Provider would have been obligated to provide SOS had this Agreement not been liquidated and terminated. [The quantities to be used in calculating the Termination Payment shall be the actual historical usage over the comparable prior year period, as reasonably adjusted for known changes in the load, as the proxy for expected usage over the remaining term of this Agreement.]

16.6 Notice of Termination Payment. As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the party that owes it within five (5) Business Days after such notice is effective.

16.7 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party first shall pay the undisputed portion of the Termination Payment to the Non-Defaulting Party pursuant to Section 16.6 above, and then deposit into an interest bearing escrow account for the benefit of the prevailing party an amount equal to the disputed portion of such Termination Payment.

17. Force Majeure

17.1 Neither party shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure is not caused by the affected party's fault or negligence, is caused by factors beyond the party's reasonable control and that by exercise of reasonable diligence the party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, insurrection, act of God or the public enemy, action of a court, public authority or Independent System Operator. Notwithstanding the foregoing, economic hardship of either Party shall not constitute a Force Majeure under this agreement. Any obligation to pay an amount otherwise owed may not be excused by Force Majeure.

17.2 If either Party is rendered wholly or partly unable to perform its obligations hereunder because of Force Majeure as defined above, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

- A. The non-performing Party will, as soon as practicable after the occurrence of Force Majeure, give the other Party written notice describing the particulars of the occurrence,
- B. The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure, and
- C. The non-performing Party uses due diligence to remedy its inability to perform.

The defaulting Party shall inform the other Party of when it expects to remove the

cause and what steps it is taking to cure.

18. Indemnification

18.1 Each party ("Indemnifying Party") shall indemnify, defend and hold the other Party ("Indemnified Party") and its partners, shareholders, members, directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all Claims suffered or incurred by such Indemnified Party arising out of the Indemnifying Party's negligence or willful misconduct. In the event that injury or damage results from the joint or concurrent negligent or willful misconduct of the Parties, each Party shall be liable under this indemnification in proportion to its relative degree of fault. Such duty to indemnify shall not apply to any claims which arise or are first asserted more than two (2) years after the termination of this Agreement.

18.2 Each Indemnified Party shall promptly notify the Indemnifying Party of any Claim in respect of which the Indemnified Party is entitled to be indemnified hereunder. Such notice shall be given as soon as is reasonably practicable after the Indemnified Party becomes aware of each Claim; provided, however, that failure to give prompt notice shall not adversely affect any Claim for indemnification hereunder except to the extent the Indemnifying Party's ability to contest any Claim by any third party is materially adversely affected. The Indemnifying Party shall have the right, but not the obligation, at its expense, to contest, defend and litigate, and to control the contest, defense or litigation of, any Claim by any third party alleged or asserted against any Indemnified Party arising out of any matter in respect of which such Indemnified Party is entitled to be indemnified hereunder. The Indemnifying Party shall promptly notify such Indemnified Party of its intention to exercise such right set forth in the immediately preceding sentence and shall reimburse the Indemnified Party for the reasonable costs and expenses paid or incurred by it prior to the assumption of such contest, defense or litigation by the Indemnifying Party. If the Indemnifying Party exercises such right in accordance with the provisions of this Section 18 and any Indemnified Party notifies the Indemnifying Party that it desires to retain separate counsel in order to participate in or proceed independently with such contest, defense or litigation, such Indemnified Party may do so at its own expense. If the Indemnifying Party fails to exercise its rights set forth in the third sentence of this paragraph, then the Indemnifying Party will reimburse the Indemnified Party for its reasonable costs and expenses incurred in connection with the contest, defense or litigation of such Claim.

18.3 For purposes of this Section 18, "Claim" means any claim or action threatened or filed by a person other than a party hereto, and whether groundless, false or fraudulent, that directly or indirectly relates to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorney's fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

19. Limitation of Liability

19.1 Each party's liability to the other party for any loss, claim, injury liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred.

19.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, WHETHER IN CONTRACT, TORT OR STRICT LIABILITY, EXCEPT IN THE EVENT OF AN ACTION COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 18, IN WHICH EVENT THIS SECTION 19 SHALL NOT BE APPLICABLE.

20. Terms and Conditions

20.1 The parties agree to act in compliance with the T&D's Terms and Conditions at all times. In the event that the terms of this Agreement conflict with the T&D's Terms and Conditions, the Terms and Conditions shall control.

21. Dispute Resolution

21.1 In the event of any dispute between the parties hereto as to a matter referred to within this Agreement or as to the interpretation of any part of this Agreement, the parties shall refer the matter to their duly authorized representatives for resolution. Should such representatives of the respective parties fail to resolve the dispute within ten (10) days from such referral, the parties agree that any such dispute, except for those disputes which the MPUC has authority to resolve under applicable law, will not be referred to any court but will be referred to binding arbitration, in accordance with Section 21.2 of this Agreement, in Portland, Maine. It is the intent of the parties that, to the extent that the MPUC has authority to resolve any dispute between the parties which is related to this Agreement, such dispute will be resolved by the MPUC. If the parties do not agree as to whether the MPUC has authority to resolve a particular dispute, either party may petition the MPUC to make a determination as to whether it has such authority. A copy of the Petition will be forwarded to the Public Advocate. Arbitration proceedings regarding any such dispute shall be stayed pending the MPUC's determination as to whether it has authority to resolve the dispute in question.

21.2 If any dispute that is eligible for arbitration has not been resolved by the duly authorized representatives of the parties within ten (10) days from referral to them, either party may give notice in writing to the other of its desire to submit the dispute to arbitration, and may designate an arbitrator. A copy of such written notice shall also be sent to the Administrative Director of the MPUC and to the Public Advocate. Within fifteen (15) days after the receipt of such notice, the other party may, in writing, serve upon the party invoking such arbitration, a notice designating an arbitrator on its behalf. The two arbitrators so chosen shall within fifteen (15) days after the appointment of the second arbitrator, in writing, designate a third arbitrator. Upon the failure of the party notified to appoint the second arbitrator within such time, the party invoking such arbitration may proceed with the single arbitrator. If the first and second arbitrators are unable to agree on

a third arbitrator within fifteen (15) days of the appointment of the second arbitrator, the first and second arbitrator shall invoke the services of the American Arbitration Association to appoint a third arbitrator. Said third arbitrator shall, to the extent practicable, have special competence and experience with respect to the subject matter under consideration. An arbitrator so appointed shall have full authority to act pursuant to this Section. No arbitrator, whether chosen by a party hereto or appointed, shall have the power to amend or add to this Agreement. The party calling the arbitration shall, within twenty (20) days after either (i) the failure of the other party to name an arbitrator or (ii) the appointment of the third arbitrator, as the case may be, fix, in writing, a time and a place of hearing (which shall be in Portland, Maine), to be not less than twenty (20) days from delivery of notice to the other party. The arbitrator or arbitrators shall, thereupon, proceed promptly to hear and determine the controversy pursuant to the then current rules of the American Arbitration Association for the conduct of commercial arbitration proceedings, except that if such rules shall conflict with the then current provisions of the laws of the State of Maine relating to arbitration, such conflict shall be governed by the then current provisions of the laws of the State of Maine relating to arbitration. Such arbitrator or arbitrators shall fix a time within which the matter shall be submitted to him or them by either or both of the parties, and shall make his or their decision, within ten (10) days after the final submission to him or them unless, for good reasons to be certified by him or them in writing, he or they shall extend such time. The decision of the single arbitrator, or two of the three arbitrators, shall be taken as the arbitration decision. Such decision shall be made in writing and in duplicate, and one copy shall be delivered to each of the parties. The arbitrator or arbitrators by his or their award shall determine the manner in which the expense of the arbitration shall be borne, except that each party shall pay the costs of its own counsel, except as provided for in Section 11.4. Each party shall accept and abide by the decision. The award of the arbitral tribunal shall be final except as otherwise provided by applicable law. Judgment upon such award may be entered by the prevailing party in any court designated in Section 23, or application may be made by such party to any such court for judicial acceptance of such award and an order of enforcement.

21.3 This agreement to arbitrate and any award made hereunder shall be binding upon the successors and assigns and any trustee or receiver of each party.

21.4 No dispute shall interfere with the parties' continued fulfillment of their obligations under this Agreement pending the outcome of the arbitration.

22. Notice

22.1 Except as otherwise specified in this Agreement, any notice, demand or request required or authorized by this Agreement to be given to a party shall be given in writing and delivered by hand, courier or overnight delivery service or mailed by certified mail (return receipt requested), postage prepaid to such party at the address set forth below.

Notice to T&D:
Central Maine Power Company
83 Edison Street

Notice to Provider:
FPL Power Marketing, Inc.
700 Universe Blvd.

Augusta, ME 04336
Attention: Eric N. Stinneford,
Vice President, Treasurer,
Controller and Clerk
Facsimile: 207-621-7865
Susan E. Clary,
Manager, Supplier Services
Facsimile: 207-621-6538
Legal Department
Facsimile: 207-621-4714

Juno Beach, FL 33408
Attention: Legal Department
Facsimile: 561-625-7504

22.2 The designation of such person or address may be changed at any time by either party upon written notice given as aforesaid. Any notice delivered by hand, courier or overnight delivery service, or sent by certified mail, shall be effective upon receipt.

23. Governing Law

23.1 Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by the laws of the State of Maine, except its conflict of laws provisions to the extent they would require the application of the laws of any other jurisdiction. Except for those matters covered in this Agreement and under the authority of the MPUC, any legal action or proceeding arising under or relating to this Agreement must, if it is not subject to arbitration hereunder, be brought in a court of the State of Maine or a federal court of the United States of America located in the State of Maine. For example, any action to enforce an arbitration demand or to confirm or enforce an arbitration award shall be brought in such courts. Both parties hereby consent to the exclusive jurisdiction of the State of Maine for the purpose of hearing and determining any action that is not subject to arbitration or the authority of the MPUC.

24. Enforceability

24.1 In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the remaining portions of this Agreement shall continue in full force and effect.

25. Assignment and Delegation

25.1 Neither party to this Agreement may assign any of its rights or obligations under this Agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any assignment in violation of this Section 25 shall be void.

25.2 Notwithstanding the previous paragraph, either party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other party, and the subcontractor shall meet the requirements of any applicable

laws, rules, regulations, and Terms and Conditions. The subcontracting party shall provide the other party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other party shall reasonably require.

26. Amendment

26.1 This Agreement may be amended by an instrument in writing, signed by both Parties, or by Order of the MPUC. No amendment or modification shall be made by course of performance, course of dealing, or usage of trade.

26.2 All amendments to this Agreement must be filed with the MPUC by the T&D.

27. Miscellaneous

27.1 This Agreement, including all attachments and exhibits hereto and such other documents as are explicitly incorporated herein by reference, is the entire agreement between the parties and supersedes all other agreements, communications, and representations related to the subject matter hereof.

27.2 Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

27.3 The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

27.4 This Agreement, and any modification of the foregoing, may be executed and delivered in counterparts, including by a facsimile transmission thereof, each of which shall be deemed an original.

27.5 In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

FPL ENERGY POWER MARKETING, INC.

By Lawrence Silverstein
Title SR VP



CENTRAL MAINE POWER COMPANY

By Timothy J. Sullivan
Title V.P. - Controller, Treasurer & Clerk

APPENDIX 1

Calculation of Excess Market Exposure Security

In accordance with the terms of the Commission's Request for Proposals to Provide Standard Offer Service dated December 12, 2006, (the "RFP") and the provisions of this Agreement, Provider must provide Excess Market Exposure Security to T&D if the positive difference between (i) the replacement cost of Standard Offer Service supply and (ii) the Provider's committed supply cost exceeds the amount of Base Security furnished by Provider. The amount of Excess Market Exposure Security required will be determined on a periodic basis using the following formulae.

Excess Market Exposure Security = the greater of:

$[(\text{Replacement Cost} - \text{Committed Cost}) - \text{Base Security}]$

Or zero

Where:

- Base Security = the amount furnished by Provider to T&D in the form of cash, letter of credit or corporate guarantee in accordance with the RFP
- Committed Cost = the product of the Provider's Standard Offer Service rate(s) accepted by the Commission and the Remaining Load
- Replacement Cost = the product of the Replacement Price and the Remaining Load
- Remaining Load = the monthly reference quantities of demand, peak and off-peak Standard Offer Service load provided in accordance with this Agreement, prorated to reflect the Provider's Share and the remaining term of the Provider's Standard Offer Service supply obligation, and further adjusted to reflect the subsequent migration of significant customer loads to or from the applicable Standard Offer Service
- Replacement Price = for each month of the remaining term of Provider's Standard Offer Service supply obligation, the product of the applicable HUB Price and the Retail Ratio
- Hub Price = the current daily index price for future wholesale monthly energy traded at the ISO-NE Mass Hub location, as published by NYMEX ClearPort for the following product listings:

ISO-NE Off-Peak LMP Swap
ISO-NE Internal Hub Peak LMP Swap

Or, if such listings are not available, an equivalent published index price

Retail Ratio =

for each month of Provider's Standard Offer Service supply obligation, the quotient of the Provider's weighted average accepted Standard Offer Service price and the corresponding weighted average Hub Price, as published on the date of the Commission's acceptance of Provider's rate(s). In each such calculation, the monthly average price will be an average of the monthly time-differentiated prices, weighted by the Standard Offer Service volume of Remaining Load applicable to the period of each time-differentiated price.

The Retail Ratio may be adjusted to reflect any significant, unanticipated structural changes in the regional wholesale market that materially increase or decrease the incremental cost of retail Standard Offer Service supply relative to wholesale energy prices.

APPENDIX 2

GUARANTY CAP

The amount of any corporate guarantee may not exceed the following Guarantee Caps:

Guarantee Caps (millions \$)

Cap is the lesser of the amount in Table (1) or Table (2)

Rating 1,2		Table 1	Table 2
S&P/Fitch	Moody's	% Tangible Net Worth	Class3 Medium
AAA	Aaa	5.0%	9.9
AA+	Aa1	5.0%	9.9
AA	Aa2	4.0%	9.9
AA-	Aa3	4.0%	9.9
A+	A1	3.0%	9.9
A	A2	2.5%	9.9
A-	A3	2.0%	9.9
BBB+	Baa1	1.8%	9.9
BBB	Baa2	1.5%	7.4
BBB-	Baa3	1.0%	5.0
Below	Below	0.0%	0.0

1 Rating is the corporate credit rating of Guarantor. If Guarantor does not have a corporate credit rating, then Rating is the rating of Guarantor's senior unsecured debt. If Guarantor has neither a corporate credit rating nor rated senior unsecured debt, then Rating is the rating of Guarantor's senior secured debt.

2 If Guarantor is rated by all three of the agencies, two of the three must equal or exceed amounts shown. If Guarantor is rated by two of the agencies, the lower rating will apply.

3 If there are multiple suppliers for a class, the amounts in Table 2 will be adjusted, pro-rata, consistent with the supplier's share of the class.

EXHIBIT A to Standard Offer Provider Contract

**T&D SPECIFIC PROVISIONS
of
Central Maine Power Company**

CMP's Utility Business Contact: Susan Clary, Manager, Settlement, Load Research and Supplier Services

T&D Utility Technical Contact: Susan Roberts, Supplier Services Coordinator

T&D Utility Facsimile Number: (207) 621-6538

EDI Processing Schedule:

The EDI processing schedule for transmitting data is on CMP's Competitive Electricity Provider website page.

CMP's Services and Fees for Providers:

Section 43 of CMP's Terms and Conditions lists CMP's services to Providers and applicable fees, which will remain in effect for the first year of the bid period. For multi-year bids, terms and conditions will be subject to annual review and adjustment upon approval by the MPUC.

Meter Reading and Billing Cycles:

CMP has 20 meter reading and billing "cycles" each month. Actual or estimated meter readings may be used for customer billing.

Standard Offer Rate Classes:

Standard Offer Rate Classes for CMP's customers are as follows:

Residential/Small Commercial: Includes all customers defined as residential by CMP's Terms and Conditions, and non-residential customers that take service under a core customer class that does not include a demand charge.

Medium Non-Residential: Includes all non-residential customers that take service under a core customer class that includes a demand charge and in which a customer's maximum demand does not exceed 399 kW more than once in the preceding 12 months.

Large Non-Residential: Includes all non-residential customers that are not small non-residential or medium non-residential customers.

Consolidated Utility Billing for Standard Offer:

The Provider must submit the Consolidated Billing Services request form located on CMP's website. The Provider must also complete EDI testing of the appropriate Electronic Business Transactions for Standard Offer as specified in CMP's EDI test plan.

1. **Billing Services:** The Consolidated Utility Billing Service includes bill calculation, printing, mailing, collections, remittance processing and funds transfers. CMP will assess a fee to the Provider for each bill issued, in accordance with CMP's Terms and Conditions. The fee will be computed and assessed monthly, based on a) the number of bills issued for each Standard Offer Rate Class, times b) the fee per bill, times c) the Provider's share of total load(s) for the rate class(s).
2. **Bill Format:** The Standard Bill Format for Consolidated Utility Billing will be in compliance with the applicable Precepts. Standard specifications for field sizes and decimal places for rates and rate descriptions shall be the same as for CMP's charges.
3. **Rates:** CMP's available Standard Offer Rate Structures can have kWh and kW demand usage values. For the Large Class, they can include flat, time-of-use (combination of any of the 3 T&D periods), and seasonal structures.
4. **Rate changes:** Rate changes will be implemented on a prorated basis. During the bid period, the initial price change and any subsequent seasonal price changes will be effective for all customers on the affected rate as of a specific date, and usage for the billing period will be prorated accordingly between the new rate and the prior rate on Customer bills. Rate changes that involve changing the rate structure under which a customer is billed can only be implemented on a non-prorated basis. A rate structure change that occurs at the beginning of a standard offer bid period will occur on a prorated basis. No more than one rate level or rate structure change can be implemented per month for any account.
5. **Payments:** CMP will pay the Provider for all energy sold to Standard Offer Customer based upon the Provider's bid price(s) and the Provider's percentage of total load for the Standard Offer rate class(s), less an allowance for uncollectible accounts, as specified in this Agreement. CMP will transfer payments to the Provider in accordance with the applicable Precept via ACH to the bank account designated in the Provider's Consolidated Billing Services request form.
6. **Cost of Uncollectibles:** The allowances for uncollectible accounts for the term of this Agreement are as follows:

Residential and Small Non-Residential Class:	1.2%
Medium Non-Residential Class:	0.2%
Large Non-Residential Class:	0.1%

Net Energy Billing:

Net Energy Billing is available to certain customers in accordance with the applicable Precepts. For these customers, the usage amount transmitted to the Provider will be the Customer's net usage, and the Provider's load obligation will be based on the Customer's net usage. A month end adjustment will be done to reduce the Provider's monthly load obligation by the amount of any excess generation produced by these customers. CMP will notify the Provider's business contact (or designated agent)

via e-mail of the dollar amount of the monthly Net Energy Billing adjustment. The e-mail notice will reference the cycle bill date, the payment date and state what the total payment would have been without the Net Energy Billing Adjustment, as well as what the new Net Energy Billing adjusted payment will be. The Net Energy Billing adjusted payment amount in this e-mail will replace the dollar amount shown in the 810-3 EDI transaction that Provider received for the referenced cycle bill date.

The Provider will be responsible for the cost of payments or bill credits provided to customers by CMP for any excess generation in accordance with the applicable Precepts, net energy billing contracts and any future decisions by the MPUC. The Provider agrees to accept these responsibilities with respect to customers receiving Standard Offer service.

Small Generator Aggregation:

Small Generator Aggregation is available to certain customers with eligible generators in accordance with the applicable Precepts including, without limitation, Chapter 315 of the MPUC's regulations and Section 51 of T&D's Terms and Conditions. If Provider has been designated by the MPUC to provide standard offer service to residential customers in T&D's service territory, then Provider shall purchase any electricity made available by eligible generators in accordance with Chapter 315 of the MPUC's regulations and any technical specifications adopted thereunder. For generators that elect real time nodal clearing prices, T&D will report the hourly generation for each eligible generator to ISO-NE in conformance with ISO-NE requirements, and to the Provider in the same format via the same means used to transmit the data to ISO-NE. Consistent with the timing requirements of ISO-NE SMD, Manuals 20, 28 & 29, the daily or monthly generation for each eligible generator will be reported to ISO-NE. If any changes are made to the daily generation values during the monthly resettlement process, T&D will report the changes to ISO-NE in conformance with ISO-NE requirements, and to the Provider in the same format via the same means used to transmit the data to ISO-NE. Generators with a nameplate capacity of 1 MW or less may elect to not install the necessary hourly metering that is required to receive the real-time nodal clearing price for the node on which the generator is connected. In such a case, generators choosing this option will have their generation netted against their load over the billing cycle used for retail electricity service and will be paid the average monthly real time clearing price for the Maine Zone, for any excess generation, rather than the otherwise applicable real-time nodal clearing price. On a monthly basis, T&D shall invoice Provider for the amount of electricity delivered by eligible generators. The Provider shall pay the amount of such invoice within ten (10) days of receipt. Upon receipt of payment from Provider for generation delivered by a customer with an eligible generator, T&D shall pay such customer the amount that it receives from Provider, less any fees that T&D is authorized to deduct in accordance with applicable Precepts.

Off-Cycle Terminations:

A Competitive Electricity Provider or Customer may request an off-cycle termination of service from the Competitive Electricity Provider as of a desired date. In either case, the Customer will be transferred to the Standard Offer as of the effective date of the termination. The requesting party must specify whether usage should be prorated, or an actual meter reading should be obtained for billing purposes.

If an actual meter reading is required, CMP will schedule it as soon as is practicable, usually within three (3) business days. If the Provider or Customer requests an off-cycle read on a specific date, CMP

will honor that date if possible. When an actual meter reading for an off-cycle drop is requested for a Customer with kW demand, the kW demand billing determinants will be measured separately for each partial period of the normal billing cycle.

If usage is prorated, the off-cycle termination will be effective on the date requested, as long as the request is made at least one day in advance.

Fees for off-cycle terminations will be charged to the requesting party, in accordance with CMP's Terms and Conditions.

Load Obligation & Settlement Calculations:

CMP shall determine the Supplier's hourly loads and report such to the ISO-NE in accordance with ISO-NE's Standard Market Design (SMD), the applicable Manuals are as follows: Manual 20 – Installed Capacity, Manual 28 – Market Rule 1 Accounting, and Manual 29 – Billing, and the MPUC Chapter 321 Rule, "Load Obligation and Settlement Calculations for Competitive Providers of Electricity". CMP is the "Assigned Meter Reader" with ISO-NE for the Provider's load asset account.

1. CMP will develop Load Profiles for three customer groups: Residential, Small Commercial and Industrial (Small C&I) and Medium Commercial & Industrial (Medium C&I). CMP's breakpoint for the Small C&I profiled customer group is 20 kW or less. The Medium C&I profiled customer group is greater than 20 kW and less than 400 kW. CMP will develop Deemed Load Profiles for unmetered loads. Profiles are available to providers on CMP's website.
2. CMP will use telemetered interval data adjusted for line losses for all telemetered customers who are read daily to develop customer-specific Dynamic Load Profiles for settlement. (Interval meters installed for surveying purposes are considered temporary and are not available for use in individual billing or settlement calculations.) All CMP customers whose maximum monthly demand equals or exceeds 400 kW will be telemetered.
3. Each profile will contain 24-hourly profiles that may be used to represent each day of a year. Each daily load profile will represent an average per-customer load at the point of retail delivery. Each profile will represent a 24-hour day that can be identified by an indicator such as month, day of the week, weather condition, and so forth.
4. Daily Settlement Reports: By 1 p.m. of the second business day following the trading period, CMP will report the hourly load responsibility of the Provider to ISO-NE in conformance with ISO-NE requirements, and to the Provider in the same format via the same means used to transmit the data to ISO-NE.
5. Monthly Settlement Reports: Consistent with the timing requirements of ISO-NE SMD, Manuals 20, 28 & 29, the daily or monthly load responsibility for each Provider will be re-estimated using the most recent monthly kWh billing information. The methodology for calculating the Provider load responsibility will be identical to the daily method but the daily estimated energy use of profiled customers will reflect the billing kWh for that month. The monthly energy differences will be reported to ISO-NE in accordance with their requirements. The monthly settlement will be reported in the same format to the Provider as the monthly energy difference, or the hourly difference, via electronic mail to the Provider.

MPUC Reporting: CMP files sampling and data validation reports, and profiling methodology reports with the MPUC in accordance with MPUC rules. CMP's current line-loss study filed with the MPUC is posted on CMP's Competitive Electricity Provider website.

EXHIBIT B

STANDARD OFFER PROVIDER INFORMATION

The Provider shall submit revisions to this document within 5 working days of any changes to the information herein.

Licensed Provider Name: FPL Energy Power Marketing, Inc.
Corporate Address: 700 Universe Blvd., Juno Beach, FL 33408
Dun & Bradstreet number: 05-4481341
Date of MPUC License: November 1, 1999

Business contact: Jim Nealy
Title: Analyst
Phone number: 561-625-7030
Facsimile number: 561-625-7604
E-mail address: Jim_C_Nealy@fpl.com

Technical EDI contact: Veronica Birch
Title: Systems Manager
Phone number: 561-304-5320
Facsimile number: 561-625-7169
E-mail address: Vbirch@fpl.com

<u>Dun's +4 Number:</u>	<u>ISO-NE Load Asset #:</u>	<u>Effective Date:</u>	<u>Description for use :</u>
054481341 + 1394			

Authorized Signature: Lauren A. Silverstein
Title: SR VP
Date: 11/31/07



EXHIBIT C PRECEPTS

The Precepts encompassed in this Agreement include the following, but are not limited to:

- Maine's Restructuring Act: Chapter 316 codified as 35-A M.R.S.A §§ 3201-3217
- Maine Public Utilities Commission Rules and Regulations:
 - Chapter 301** Standard Offer Service
 - Chapter 305** Licensing Requirements, Annual Reporting, Enforcement and Consumer Protection Provisions for Competitive Provision of Electricity
 - Chapter 306** Uniform Information Disclosure and Informational Filing Requirement
 - Chapter 315** Small Generator Aggregation
 - Chapter 321** Load obligation and Settlement Calculations for Competitive Providers of Electricity
 - Chapter 322** Metering, Billing Collections and Enrollment Interactions Among Transmission and Distribution Utilities and Competitive Providers of Electricity
 - Chapter 320** Service Standards of Electric Utilities
 - Chapter 81** Residential Utility Service Standards for Credit and Collection Programs
 - Chapter 86** Disconnection and Deposit Regulations for Non-Residential Utility Service
 - Chapter 870** Late Payment Charges, Interest Rates to be Paid on Customer Deposits, and Charges for Returned Checks
 - Chapter 313** Customer Net Energy Billing
 - Chapter 360** Cogeneration and Small power Production
- Terms & Conditions of the T&D Utility filed and approved by the MPUC
- Maine Electronic Business Transaction Standards
- Second Restated NEPOOL Agreement
- ISO-NE Tariff
- Any other applicable FERC jurisdictional tariff, rate schedule or agreement

EXHIBIT D

Provider's Share and Provider's Rates

Central Maine Power Company – Medium Nonresidential Standard Offer

		Provider's Rates	Provider's Share 60%
March	2007	\$85.673/MWh	
April	2007	\$85.605/MWh	
May	2007	\$84.552/MWh	
June	2007	\$86.175/MWh	
July	2007	\$92.246/MWh	
August	2007	\$93.290/MWh	